

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,

Plaintiff,

v.

Civil Action No. 5:22-cv-00076

HAROLD HINES and
KELLY HINES,

Defendants.

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA’S
COMPLAINT IN INTERPLEADER**

Plaintiff, The Prudential Insurance Company of America (“Prudential”), by and through its undersigned counsel, for its Complaint in Interpleader, alleges the following:

PARTIES

1. Plaintiff Prudential is an insurance company organized and existing under the laws of the State of New Jersey with its principal place of business in New Jersey. Prudential is duly authorized to do business in the State of Texas.

2. Defendant Harold Hines (“Harold”) is an adult citizen of Texas and domiciled in San Antonio, Texas.

3. Defendant Kelly Hines (“Kelly”) is an adult citizen of Colorado and domiciled in Denver, Colorado.

JURISDICTION AND VENUE

4. This court has jurisdiction under 29 U.S.C. §§ 1132(e) and (f), which gives the District Court jurisdiction to hear civil actions relating to benefits due under the terms of an

employee welfare benefit plan brought by, among other parties, a fiduciary. The group life insurance policy at issue in this action is an employee welfare benefit plan governed by ERISA. This basis for jurisdiction is consistent with general federal question jurisdiction under 28 U.S.C. § 1331 which gives the District Court jurisdiction over actions that arise under the laws of the United States. For the purpose of processing this claim, Prudential had a degree of discretionary authority consistent with the definition of fiduciary set forth in 29 U.S.C. § 1002 (21)(A)(iii).

5. This Court also has jurisdiction under 28 U.S.C. § 1332, in that the parties are of diverse citizenship and the amount in controversy exceeds \$75,000.00. Prudential is a New Jersey citizen for diversity purposes and Defendants are citizens of Texas and Colorado.

6. This Court also has jurisdiction under 28 U.S.C. § 1335 in that the adverse claimants are of diverse citizenship and the amount in controversy exceeds \$500.00. There is minimal diversity between the claimants under State Farm Fire & Casualty Co. v. Tashire, 386 U.S. 523 (1967). Defendants are citizens of Texas and Colorado.

7. Venue is proper in this federal district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this district.

8. Venue is also proper in this Court pursuant to 28 U.S.C. § 1397 because one or more of the claimants resides in this judicial district.

CAUSE OF ACTION IN INTERPLEADER

9. Prudential issued group life insurance contract number G-44840-TX to United Services Automobile Association (the “Plan”). *A copy of the Plan Certificate and Contract is attached hereto as **Exhibit A**.*

10. As an eligible employee of United Services Automobile Association, at all times relevant, Sally Hines (the “Insured”) received life insurance coverage under the Plan.

11. Upon information and belief, the Insured was pronounced dead on March 1, 2018 by the Coroner's Office of Cameron County, Louisiana. *A copy of the Fact of Death Letter is attached hereto as **Exhibit B**.*

12. As a result of the death of the Insured, Plan death benefits in the amount of \$153,517.70 (the "Death Benefit") became due to a beneficiary or beneficiaries and Prudential concedes liability to that effect.

13. By Preferential Beneficiary's Statement form received by Prudential on or about July 21, 2021, Harold asserted a claim for the Death Benefit. *A copy of the Preferential Beneficiary's Statement form received by Prudential on or about July 21, 2021 is attached hereto as **Exhibit C**.*

14. Upon information and belief, according to law enforcement officials with the Sheriff's Department of Cameron Parish, Louisiana, Harold has not been ruled out as a suspect in connection with the Insured's death.

15. Federal common law recognizes the principle that a person shall not profit from his or her own wrongdoing.

16. In addition, Texas Insurance Code § 1103.151 *et seq.* ("Texas Slayer Statute") provides, in relevant part, that "[a] beneficiary of a life insurance policy or contract forfeits the beneficiary's interest in the policy or contract if the beneficiary is a principal or an accomplice in wilfully bringing about the death of the insured."

17. Pursuant to Tex. Ins. Code § 1103.152:

(a) Except as provided by Subsection (b), if a beneficiary of a life insurance policy or contract forfeits an interest in the policy or contract under Section 1103.151, a contingent beneficiary named by the insured in the policy or contract is entitled to receive the proceeds of the policy or contract.

(b) A contingent beneficiary is not entitled to receive the proceeds of a life insurance policy or contract if the contingent beneficiary forfeits an interest in the policy or contract under Section 1103.151.

(c) If there is not a contingent beneficiary entitled to receive the proceeds of a life insurance policy or contract under Subsection (a), the nearest relative of the insured is entitled to receive those proceeds.

18. The Plan's Beneficiary Rules provide, in relevant part:

If there is a Beneficiary for the insurance under a Coverage, it is payable to that Beneficiary. Any amount of insurance under a Coverage for which there is no Beneficiary at your death will be payable to the first of the following: your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate.

See Exhibit A, Plan, page 40.

19. Sally did not designate any beneficiaries to the Plan's life insurance benefits.

20. Upon information and belief, Harold is the Insured's surviving spouse.

21. Upon information and belief, the Insured is survived by one child: Kelly.

22. Thus, pursuant to the terms of the Plan, if Harold is determined to have forfeited his right to the Death Benefit pursuant to federal common law and/or the Texas Slayer Statute, the Death Benefit would be payable to Kelly. *See Exhibit A, Plan, page 40.*

23. There have been no other claims for the Death Benefit. Under the circumstances, Prudential cannot determine factually or legally who is entitled to the Death Benefit. By reason of the actual or potential claims of the Defendants, Prudential is or may be exposed to multiple liability.

24. Prudential is ready, willing and able to pay the Death Benefit, plus applicable interest, if any, payable in accordance with the terms of the Plan and to whomever this Court shall designate.

25. As a mere stakeholder, Prudential has no interest (except to recover its attorneys' fees and cost of this action) in the Death Benefit due and respectfully requests that this Court determine to whom said benefits should be paid.

26. Prudential accordingly will deposit into the Court the Death Benefit, plus applicable interest, if any, for disbursement in accordance with the judgment of this Court.

27. Prudential has not brought this Complaint in Interpleader at the request of any of the Defendants. There is no fraud or collusion between Prudential and any of the Defendants. Prudential brings this Complaint in Interpleader of its own free will and to avoid being vexed and harassed by conflicting and multiple claims.

WHEREFORE, Prudential prays that the Court enter judgment:

- (a) requiring the Defendants to answer this Complaint in Interpleader and litigate their claims between themselves for the Death Benefit;
- (b) requiring that the Defendants settle and adjust between themselves, or upon their failure to do so, this Court settle and adjust the claims and determine to whom the Death Benefit should be paid;
- (c) permitting Prudential to deposit the amount of the Death Benefit, plus applicable interest, if any, into the Court or as this Court otherwise directs to be subject to the order of this Court and to be paid out as this Court shall direct;
- (d) discharging Prudential from any and all further liability to the Defendants relating in any way to the Insured's coverage under the Plan and/or the Death Benefit upon payment of the Death Benefit into the Registry of this Court or as otherwise directed by this Court;
- (e) enjoining the Defendants from instituting or prosecuting any proceeding in any state or United States court affecting the Insured's coverage under the Plan and/or the Death Benefit;
- (f) awarding Prudential its attorneys' fees and costs in their entirety; and
- (g) awarding Prudential any other and further relief that this Court deems just and proper.

Dated: January 31, 2022

Respectfully Submitted,

/s/ Sinéad O'Carroll

Sinéad O'Carroll

State Bar No. 24013253

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Counsel for Plaintiff

The Prudential Insurance Company of America

EXHIBIT A

United Services Automobile Association

Employee Term Life Coverage

Basic and Optional Plans

Dependents Term Life Coverage

Basic and Optional Plans

**Accidental Death and
Dismemberment Coverage**

The Prudential Insurance Company of America relies entirely on USAA contract 1017415-000 and the group insurance certificates made a part of that contract for eligibility, coverage, and other decisions concerning these insurance products. In the event the following information differs from or conflicts with this Agreement, USAA contract 1017514-000 controls.



Disclosure Notice

FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

The Prudential Insurance Company of America
Prudential Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
1-800-524-0542

If Prudential fails to provide you with reasonable and adequate service, you may contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
1-800-852-5494

FOR FLORIDA RESIDENTS

The benefits of the policy providing your coverage are governed by the law of a state other than Florida.

FOR IDAHO RESIDENTS

If you need the assistance of the governmental agency that regulates the business of insurance, you can contact the Idaho Department of Insurance by contacting:

Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise ID 83720-0043

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

**The Prudential Insurance Company of America
(800) 524-0542**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or e-mail:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi.

FOR MARYLAND RESIDENTS

The Group Insurance Contract providing coverage under this Certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

FOR NORTH CAROLINA RESIDENTS

Notice: This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws.

FOR TEXAS RESIDENTS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

FOR VERMONT RESIDENTS

The coverage provided in this certificate is not subject to regulation by the State of Vermont.

FOR WISCONSIN RESIDENTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

Problems with Your Insurance? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Prudential's Customer Service Office:

**The Prudential Insurance Company of America
Prudential Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
1-800-524-0542**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103

THIS NOTICE IS FOR TEXAS RESIDENTS ONLY

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

Email: consumerprotection@tdi.texas.gov

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

Email: consumerprotection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Prudential first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Prudential primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Certificate of Coverage

Prudential certifies that insurance is provided according to the Group Contract(s) for each Insured Employee. Your Booklet's Schedule of Benefits shows the Contract Holder and the Group Contract Number(s).

Insured Employee: You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Booklet's Schedule of Benefits and meet the requirements in the Booklet's Who is Eligible section. The When You Become Insured section of the Booklet states how and when you may become insured for each Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide. Your Booklet and this Certificate of Coverage together form your Group Insurance Certificate.

Beneficiary for Employee Death Benefits: See the Booklet's Beneficiary Rules.

Coverages and Amounts: The available Coverages and the amounts of insurance are described in the Booklet.

If you are insured, your Booklet and this Certificate of Coverage form your Group Insurance Certificate. Together they replace any older booklets and certificates issued to you for the Coverages in the Booklet's Schedule of Benefits. All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

The Prudential Insurance Company of America
751 Broad Street
Newark, New Jersey 07102

Foreword

We are pleased to present you with this Booklet. It describes the Program of benefits we have arranged for you and what you have to do to be covered for these benefits.

We believe this Program provides worthwhile protection for you and your family.

Please read this Booklet carefully. If you have any questions about the Program, we will be happy to answer them.

IMPORTANT NOTICE: *This Booklet is an important document and should be kept in a safe place. This Booklet and the Certificate of Coverage made a part of this Booklet together form your Group Insurance Certificate. Sign your name in the space below when you receive this Booklet.*

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: *There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at www.prudential.com/etonline. When you access the website, you will be asked to enter your state of residence and your Access Code. **Your Access Code is 44840.***

If you are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-866-439-9026.

Signature of Employee

YOU SHOULD KNOW that election of the **accelerated death benefit option** may affect: the amount of death benefits; income tax liability; and entitlements for which you and your family may be eligible. Read these notes carefully:

Death benefits will be reduced if an accelerated death benefit is paid.

The accelerated death benefit is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If it does qualify, the benefit will be excludable from your income and not subject to federal taxation. Tax laws relating to accelerated death benefits are complex. You should consult a qualified tax advisor about your personal circumstances.

Receipt of an accelerated death benefit may affect your or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You should consult social service agencies to learn how the accelerated death benefit will affect you and your family's eligibility for public assistance.

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Schedule of Benefits

Covered Classes: The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): The following eligible Employees as classified by the Contract Holder:

For Basic Employee Term Life Coverage:

Class 1 – All full-time Employees other than those classified by the Contract Holder as Senior Officers, and other than those who are Employees of USAA Germany.

Class 2 – All part-time Employees other than those who are Employees of USAA Germany.

Class 3 – All full-time and part-time Employees of USAA Germany.

Class 4 – All Employees approved for long term disability coverage on or before December 31, 2006 as reported to Prudential by the Contract Holder.

Class 5 – All Employees approved for long term disability and separated on or after January 1, 2007 who were covered for Basic Employee Term Life coverage on the date they became disabled, as reported to Prudential by the Contract Holder.

For Optional Employee Term Life Coverage:

Class 1 – All full-time Employees other than those classified by the Contract Holder as Senior Officers, and other than those who are Employees of USAA Germany.

Class 4 – All Employees approved for long term disability coverage on or before December 31, 2006 as reported to Prudential by the Contract Holder.

For Basic Dependents Term Life Coverage:

Class 1 – All full-time Employees other than those classified by the Contract Holder as Senior Officers, and other than those who are Employees of USAA Germany.

Class 2 – All part-time Employees other than those who are Employees of USAA Germany.

Class 4 – All Employees approved for long term disability coverage on or before December 31, 2006 as reported to Prudential by the Contract Holder.

Class 5 – All Employees approved for long term disability and separated on or after January 1, 2007 who are covered for Basic Dependents Term Life Coverage, as reported to Prudential by the Contract Holder.

For Optional Dependents Term Life Coverage:

Class 1 – All full-time Employees other than those classified by the Contract Holder as Senior Officers, and other than those who are Employees of USAA Germany.

Class 4 – All Employees approved for long term disability coverage on or before December 31, 2006 as reported to Prudential by the Contract Holder.

For Basic Accidental Death and Dismemberment Coverage:

Class 1 – All full-time Employees other than those classified by the Contract Holder as Senior Officers, and other than those who are Employees of USAA Germany.

Class 4 – All Employees approved for long term disability coverage on or before December 31, 2006 as reported to Prudential by the Contract Holder.

Class 5 – All Employees approved for long term disability and separated on or after January 1, 2007 who were covered for Basic Accidental Death and Dismemberment Coverage on the date they became disabled, as reported to Prudential by the Contract Holder.

- All Employees who are classified by the Contract Holder as Senior Officers are not eligible for the Coverages described in this Booklet.

Regardless of any provisions of the Booklet to the contrary:

(1) each Employee of USAA approved for long term disability coverage on or before December 31, 2006 and covered on December 31, 2006 under a group insurance contract issued by another insurance carrier to cover employees of the employer for employee term life coverage, employee accidental death and dismemberment coverage, and dependents term life coverage shall be considered a Covered Person for Employee Term Life Coverage, Employee Accidental Death & Dismemberment Coverage and Dependents Term Life Coverage.

(2) each Employee of USAA approved for long term disability coverage and separated on or after January 1, 2007 and covered under the Group Contract for Basic Employee Term Life Coverage, Basic Dependents Term Life Coverage, and Basic Accidental Death and Dismemberment Coverage on the date they became disabled shall be considered a Covered Person for Basic Employee Term Life Coverage, Basic Dependents Term Life Coverage, and Basic Accidental Death and Dismemberment Coverage.

The Contract Holder decides which Employees will be Covered Persons and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

Program Date: January 1, 2022. This Booklet describes the benefits under the Group Program as of the Program Date.

- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverages in this Booklet are insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.

BASIC EMPLOYEE TERM LIFE COVERAGE**BENEFIT AMOUNTS:****Amount For Each Benefit Class:**

Benefit Classes	Amount of Insurance
Class 1	2x your annual Earnings*.
Class 2	\$10,000.
Class 3	2x your annual Earnings*
Class 4	An amount as reported to Prudential by the Contract Holder
Class 5	2x your annual Earnings*
	Maximum Amount for Class 1: \$4,000,000.
	Maximum Amount for Classes 3 and 5: \$2,000,000.

*If this amount is not a multiple of \$1,000, your annual Earnings will be rounded to the next higher multiple of \$1,000, and then that amount will be multiplied by the number indicated.

The Definitions section explains what "Earnings" means.

If your amount of insurance is reduced when you retire, you may convert the amount of the reduction to an individual life insurance contract. The same rules and conversion period death benefit apply for that amount as would apply if you had then ceased to be insured under the Group Contract because of your transfer out of a Covered Class.

Effect of Option to Accelerate Payment of Death Benefits for Classes 1, 2 and 3: Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

The Option to Accelerate Payment of Death Benefits does not apply to Classes 4 or 5.

OPTIONAL EMPLOYEE TERM LIFE COVERAGE

You may enroll for one of the options below. The option for which you enroll will be recorded by your Employer and reported to Prudential.

BENEFIT AMOUNTS:**Amount For Each Benefit Class:**

Benefit Classes	Amount of Insurance
Class 1	
Option 1	1x of your annual Earnings.*
Option 2	2x of your annual Earnings.*

Option 3	3x of your annual Earnings.*
Option 4	4x of your annual Earnings.*
Option 5	5x of your annual Earnings.*
Option 6	6x of your annual Earnings.*
Option 7	7x of your annual Earnings.*
Option 8	8x of your annual Earnings.*

*If this amount is not a multiple of \$1,000, your annual Earnings will be rounded to the next higher multiple of \$1,000, and then that amount will be multiplied by the number indicated.

Maximum Amount: \$3,000,000.

Class 4 An amount as reported to Prudential by the Contract Holder.

The Definitions section explains what "Earnings" means.

Non-medical Limit on Amount of Insurance: There is a limit on the amount for which you may be insured without submitting evidence of insurability. This is called the Non-medical Limit.

If the amount of insurance for your Class at any time is more than the Non-medical Limit, you must give evidence of insurability satisfactory to Prudential before the part over the Limit can become effective.

This requirement applies: when you first become insured; when your Class changes; if you request an increase in your Amount of Insurance; or if the amount for your Class is changed by an amendment to the Group Contract. Even if you are insured for an amount over the Limit, you will still have to meet this evidence requirement before any increase in your amount of insurance can become effective. The amount of your insurance will be increased to the amount for your Class when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

Non-medical Limit: The lesser of (1) 3x of your annual Earnings and (2) \$500,000.

The Delay of Effective Date section does not apply to this Non-medical Limit on Amount of Insurance provision.

Life Events: You may enroll within 31 days of becoming eligible for Optional Employee Term Life Coverage. If you are currently enrolled for Optional Employee Term Life Coverage, you may elect to have your amount of insurance under the Coverage changed within 31 days of a Life Event. You must do this using a method approved by Prudential and agree to make any required contributions. Your amount of insurance will be increased on the date of your written request as long as you meet the Active Work Requirement.

If you elect to enroll for an amount of insurance above the Non-medical Limit, you must give evidence of insurability. The amount of your insurance will be increased when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

If you request a decrease, the amount of your insurance will be decreased on the date of your written request.

The "Definitions" section explains what "Life Event" means.

Changing Plans at Annual Enrollment:

If you are enrolled for Optional Employee Term Life Coverage and have not previously been declined group insurance coverage by Prudential, you may elect to increase your amount of insurance under Optional Employee Term Life Coverage during an Annual Enrollment Period. You must do this on a form approved by Prudential and agree to make any required contributions. Your ability to increase your amount of insurance under Optional Employee Term Life Coverage is subject to the remainder of this provision and the Group Contract.

Amount of Increase During Annual Enrollment: You may increase your amount of insurance under Optional Employee Term Life Coverage in an amount up to the maximum Annual Increase Amount. However, if your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount exceeds the Non-Medical Limit, any amount of insurance under Optional Employee Term Life Coverage in excess of the Non-Medical Limit requires satisfactory evidence of insurability.

Annual Increase Amount refers to the amount of insurance under Optional Employee Term Life Coverage you may obtain without providing satisfactory evidence of insurability to Prudential. The Annual Increase Amount available is an amount up to one option during any Annual Enrollment Period.

Annual Increase Amount Effective Date: Your Annual Increase Amount will become effective:

- (1) If your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount of up to one option does not exceed the Non-Medical Limit, the Annual Increase Amount will become effective on the date mutually agreed upon by Prudential and the Contract Holder.
- (2) If your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount exceeds the Non-Medical Limit,
 - (a) The portion of your Optional Employee Term Life, including any Annual Increase Amount, that does not exceed the Non-Medical Limit will become effective on the date mutually agreed upon by Prudential and the Contract Holder, and
 - (b) The portion of any Annual Increase Amount in excess of the Non-Medical Limit will become effective on the later of the date:
 - (i) Mutually agreed upon by Prudential and the Contract Holder; and
 - (ii) Prudential determines that your evidence of insurability is satisfactory.
- (3) If your existing amount of insurance under Optional Employee Term Life Coverage exceeds the Non-Medical Limit and you increase your amount of insurance under Optional Employee Term Life Coverage in an amount up to the maximum Annual Increase Amount, then the Annual Increase Amount will become effective on the later of the date:
 - (a) Mutually agreed upon by Prudential and the Contract Holder; and
 - (b) Prudential determines the evidence of insurability is satisfactory.

The Delay of Effective Date and the Incontestability of Life Insurance sections of this Booklet apply to all Annual Increase Amounts of Optional Employee Term Life Coverage.

The Definitions section of this Booklet explains what "Annual Enrollment Period" means.

Changing plans other than during the Annual Enrollment Period or within 31 days of a Life

Event: If you enroll more than 31 days after becoming eligible for Optional Employee Term Life Coverage, or elect an increase in your amount of insurance under the Coverage more than 31 days after a Life Event, you must give evidence of insurability for any amount of insurance. The amount of your insurance will become effective when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

If you request a decrease, the amount of your insurance will be decreased on the date of your written request.

The "Definitions" section explains what "Annual Enrollment Period" and "Life Event" mean.

Effect of Option to Accelerate Payment of Death Benefits for Class 1: Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

BASIC DEPENDENTS TERM LIFE COVERAGE

If you are not enrolled for Optional Dependents Term Life Coverage, the amount of insurance for your spouse or Domestic Partner is the amount for your Benefit Class under the Basic Dependents Term Life Coverage. If you are enrolled for Optional Dependents Term Life Coverage for your spouse or Domestic Partner, only your children are covered under the Basic Dependents Term Life Coverage. Your Benefit Class is determined by the classification of your dependents as shown in this table.

**Qualified Dependents
Classification****Amount of Insurance***

Your Spouse or Domestic Partner	\$10,000
---------------------------------	----------

Your Children	\$10,000
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- During the Life Event enrollment period, the Amount of Insurance for your Children will be \$10,000.

* The amount of insurance on a dependent will not exceed 100% of the amount for which you are insured under the Basic and Optional Employee Term Life Coverages.

Effect of Option to Accelerate Payment of Death Benefits for Classes 1 and 2: The amount of insurance on a dependent (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits with respect to the dependent.

The Option to Accelerate Payment of Death Benefits does not apply to Classes 4 or 5.

OPTIONAL DEPENDENTS TERM LIFE COVERAGE

If you are eligible for Optional Dependents Term Life Coverage for your spouse or Domestic Partner, you may enroll your spouse or Domestic Partner for one of the options below. Your spouse or Domestic Partner cannot be covered under both the Basic Dependents Term Life Coverage and the Optional Dependents Life Coverage. If you choose to enroll your spouse or Domestic Partner for Optional Dependents Term Life Coverage, the option for which you enroll your spouse or Domestic Partner will be recorded by your Employer and reported to Prudential. Your children will be covered under the Basic Dependents Term Life Coverage. There is no coverage for your children under the Optional Dependents Term Life Coverage.

**Qualified Dependents
Classification****Amount of Insurance***

Your Spouse or Domestic Partner

Option 1	\$25,000.
Option 2	1x your annual Earnings.*
Option 3	2x your annual Earnings.*
Option 4	3x your annual Earnings.*
Option 5	4x your annual Earnings*
	Maximum Amount: \$500,000.

* If this amount is not a multiple of \$1,000, your annual Earnings will be rounded to the next higher multiple of \$1,000 and then that amount will be multiplied by the number indicated.

* The amount of insurance on a dependent will not exceed 100% of the amount for which you are insured under the Basic and Optional Employee Term Life Coverages.

The Definitions section explains what "Earnings" means.

Non-medical Limit on Amount of Insurance for Your Spouse or Domestic Partner: There is a limit on the amount for which your Spouse or Domestic Partner may be insured without submitting evidence of insurability. This is called the Non-medical Limit.

If you elect an amount of Dependents Term Life Coverage for your Spouse or Domestic Partner above the Non-medical Limit, you must give evidence of insurability for your Spouse or Domestic Partner satisfactory to Prudential before the part over the Limit can become effective. The amount of your Spouse's or Domestic Partner's insurance will be increased when Prudential decides the evidence is satisfactory and your Spouse or Domestic Partner is not home or hospital confined for medical care or treatment. This requirement applies: when your Spouse or Domestic Partner first becomes insured, or if you elect to have your Spouse's or Domestic Partner's amount of Dependents Term Life Coverage increased.

Non-medical Limit: \$25,000.

The Delay of Effective Date section does not apply to this provision.

Life Events: You may enroll your spouse or Domestic Partner within 31 days of becoming eligible for Optional Dependents Term Life Coverage. If your spouse or Domestic Partner is currently enrolled for Optional Dependents Term Life Coverage, you may elect to have the amount of insurance on your spouse or Domestic Partner under the Coverage changed within 31 days of a Life Event. You must do this using a method approved by Prudential and agree to make any required contributions. The amount of insurance on your spouse or Domestic Partner will be increased on the date of your written request as long as your spouse or Domestic Partner is not home or hospital confined for medical care or treatment.

If you elect to enroll your spouse or Domestic Partner for an amount of insurance above the Non-medical Limit, you must give evidence of insurability for your spouse or Domestic Partner. The amount of insurance on your spouse or Domestic Partner will be increased when Prudential decides the evidence is satisfactory and your spouse or Domestic Partner is not home or hospital confined for medical care or treatment.

If you request a decrease in the amount of insurance on your spouse or Domestic Partner, the amount of insurance on your spouse or Domestic Partner will be decreased on the date of your written request.

The "Definitions" section explains what "Life Event" means.

Annual Enrollment: You may enroll your spouse or Domestic Partner for Optional Dependents Term Life Coverage or you may elect to have the amount of insurance on your spouse or Domestic Partner under the Coverage changed during the Annual Enrollment Period. You must do this using a method approved by Prudential and agree to make the required contributions.

You must give evidence of insurability for your spouse or Domestic Partner if: (a) you enroll your spouse or Domestic Partner more than 31 days after your spouse or Domestic Partner first could have been covered for any Option other than Option 1; or (b) if you request an increase. Changes will become effective on the date designated by the Employer. But a new enrollment or an increase, which are subject to evidence, will be effective on the date Prudential decides the evidence is satisfactory, if this date is later. The Delay of Effective Date section applies to all changes except decreases.

Any Non-Medical Limit will apply to an increased amount of coverage.

The "Definitions" section explains what "Annual Enrollment Period" means.

Changing plans other than during the Annual Enrollment Period or within 31 days of a Life Event: If you enroll your spouse or Domestic Partner more than 31 days after becoming eligible for Optional Dependents Term Life Coverage, or elect an increase in the amount of insurance on your spouse or Domestic Partner under the Coverage more than 31 days after a Life Event, you must give evidence of insurability for your spouse or Domestic Partner for any amount of insurance. The amount of insurance will become effective when Prudential decides the evidence is satisfactory and your spouse or Domestic Partner is not home or hospital confined for medical care or treatment.

If you request a decrease in the amount of insurance on your spouse or Domestic Partner, the amount of insurance on your spouse or Domestic Partner will be decreased on the date of your written request.

The "Definitions" section explains what "Annual Enrollment Period" and "Life Event" mean.

Effect of Option to Accelerate Payment of Death Benefits for Class 1: The amount of insurance on a dependent (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits with respect to the dependent.

The Option to Accelerate Payment of Death Benefits does not apply to Class 4.

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	2x of your annual Earnings. If this amount is not a multiple of \$1,000, if your annual Earnings will be rounded to the next higher multiple of \$1,000, and then that amount will be multiplied by the number indicated. Maximum Amount: \$4,000,000.

The Definitions section explains what "Earnings" means.

ADDITIONAL BENEFITS UNDER EMPLOYEE INSURANCE:

For the purposes of determining benefits under the Coverage, Amount of Insurance does not include any additional amount payable as shown below.

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt: An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
- (2) \$10,000.

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag: An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
- (2) \$5,000.

Additional Amount Payable for Critical Burns: An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
- (2) \$25,000.

To Whom Payable: The benefits are payable to you. But benefits for your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (See Beneficiary Rules.)

OTHER INFORMATION

Contract Holder: UNITED SERVICES AUTOMOBILE ASSOCIATION

Group Contract No.: G-44840-TX

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Cost of Insurance: Insurance under the Coverage(s) listed below is Non-Contributory Insurance.

Basic Employee Term Life Coverage

Basic Dependents Term Life Coverage

Basic Accidental Death and Dismemberment Coverage

Optional Employee Term Life Coverage for Class 4 Employees only

Optional Dependents Term Life Coverage for Class 4 Employees only

Insurance under the other Coverage(s) in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll. Any contribution due but unpaid at your death will be deducted from the death benefit.

Prudential's Address:

The Prudential Insurance Company of America
80 Livingston Avenue
Roseland, New Jersey 07068

WHEN YOU HAVE A CLAIM

Each time a claim is made, it should be made without delay. Use a claim form, and follow the instructions on the form.

If you do not have a claim form, call 1-800-210-USAA.

Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE

You are eligible for Employee Insurance while:

- You are a full-time or part-time Employee of the Employer; and
- You are in a Covered Class; and
- You have completed the Employment Waiting Period, if any. You may need to work for the Employer for a continuous full-time or part time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.

You are full-time if you are regularly working for the Employer at least the number of hours in the Employer's normal full-time work week for your USAA job classification. **You are part-time** if you are regularly working for the Employer at least the number of hours in the Employer's normal part-time work week for your USAA job classification. If you are a partner or proprietor of the Employer, that work must be in the conduct of the Employer's business.

Your class is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations. You cannot belong to more than one class for insurance on each basis, Contributory or Non-contributory Insurance, under a Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.

This applies if you are an Employee of more than one subsidiary or affiliate of an employer included under the Group Contract: For the insurance, you will be considered an Employee of only one of those subsidiaries or affiliates. Your service with the others will be treated as service with that one.

The rules for obtaining Employee Insurance are in the When You Become Insured section.

FOR DEPENDENTS INSURANCE

You are eligible for Dependents Insurance while:

- You are eligible for Employee Insurance; and
- You have a Qualified Dependent.

Qualified Dependents (Including Domestic Partners):

These are the persons for whom you may obtain Optional Dependents Insurance:

- Your Spouse or Domestic Partner.

Your Spouse means your lawful Spouse.

Your Domestic Partner is a person of the same sex or opposite who:

- (1) Satisfies the requirements for being a domestic partner, registered domestic partner or party to a civil union under the law of your jurisdiction of residence; or
- (2) Is a person of the same or opposite sex who satisfies all of the following:
 - (a) is an unmarried adult over the age of 18; and
 - (b) has lived with you for at least 6 consecutive months prior to the person's enrollment in the Program; and
 - (c) has a serious and committed relationship with you; and
 - (d) is not related to you by blood; and
 - (e) is not legally married nor a Domestic Partner to anyone else; and
 - (f) is financially interdependent with you; and
 - (g) is not otherwise a Qualified Dependent under the Program.

Where requested by Prudential, you and/or your Domestic Partner certify that all of the above requirements are satisfied. Such certification shall be in a format satisfactory to Prudential.

Either a spouse or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

These are the persons for whom you may obtain Basic Dependents Insurance:

- Your Spouse or Domestic Partner.

Your Spouse means your lawful Spouse.

Your Domestic Partner is a person of the same sex or opposite who:

- (1) Satisfies the requirements for being a domestic partner, registered domestic partner or party to a civil union under the law of your jurisdiction of residence; or
- (2) Is a person of the same or opposite sex who satisfies all of the following:
 - (a) is an unmarried adult over the age of 18; and
 - (b) has lived with you for at least 6 consecutive months prior to the person's enrollment in the Program; and
 - (c) has a serious and committed relationship with you; and
 - (d) is not related to you by blood; and
 - (e) is not legally married nor a Domestic Partner to anyone else; and

- (f) is financially interdependent with you; and
- (g) is not otherwise a Qualified Dependent under the Program.

Where requested by Prudential, you and/or your Domestic Partner certify that all of the above requirements are satisfied. Such certification shall be in a format satisfactory to Prudential.

Either a spouse or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

- Your Child(ren) from live birth to 26 years old .

Your Child(ren) include your:

- (1) Biologic child(ren);
- (2) Legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren. A child placed with you for adoption prior to legal adoption is considered your Qualified Dependent from the date of placement for adoption, and is treated as though the child was your newborn child;
- (3) Foster children;
- (4) Domestic Partner's children; and
- (5) Child(ren) for whom you, your Spouse or your Domestic Partner
 - (a) have been appointed the legal guardian;
 - (b) claim as a dependent on your, your Spouse's or your Domestic Partner's federal income tax returns.

A Child who is your, your Spouse's or your Domestic Partner's ward under a legal guardianship will be considered a Qualified Dependent from the effective date of court order granting the legal guardianship, and is treated as though the Child was your newborn Child.

- Your Incapacitated Children.

Your Incapacitated Children means each Child (as defined above) who satisfies all of the following:

- (1) Your Child is incapable of self-sustaining employment because of a mental or physical Injury or Illness.
- (2) Your Child is so incapacitated before the Child reaches age 26.

You must provide Prudential with satisfactory proof that your Child satisfies the above conditions within 31 days of:

- (1) the covered Child's attainment of the age limit for a Qualified Dependent Child; or
- (2) the date you first become eligible for Coverage with respect to a Child over the age limit for a Qualified Dependent Child.

Periodically, Prudential may request that you provide proof that your Child continues to satisfy the above conditions.

Failure to provide the proof required or requested above will cause your Coverage with respect to that Child to end.

*Coverage for your child will end when the child reaches age 26 unless that child is permanently disabled, incapable of self-care, mentally or physically incapable of earning a living, and enrolled for Dependents Term Life Coverage.

Exceptions:

Your child is not your Qualified Dependent while on active duty in the armed forces of any country.

The rules for obtaining Dependents Insurance are in the When You Become Insured section.

When You Become Insured

FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will begin the first day on which:

- You have enrolled, if the Coverage is Contributory; and
- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for Employee Insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
- That Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll using a method approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within 31 days of when you could first be covered, or within 31 days of a Life Event. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

The "Definitions" section explains what "Life Event" means.

When evidence is required for all Classes other than Classes 4 or 5: In any of these situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

- (1) For Contributory Insurance, you enroll more than 31 days after you could first be covered or more than 31 days after a Life Event.
- (2) You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.

- (3) You wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.
- (4) You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.

FOR DEPENDENTS INSURANCE

For all Classes other than Classes 4 or 5, your Dependents Insurance under a Coverage for a person will begin the first day on which all of these conditions are met:

- You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for the Employee Insurance, if any, under that Coverage. To be insured for a Qualified Dependent under the Basic Dependents Term Life Coverage or Optional Dependents Term Life Coverage, you must be insured under an Employee Term Life Coverage of the Group Contract.
- You have met any evidence requirement for that Qualified Dependent.
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- Dependents Insurance under that Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll using a method approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within 31 days of when you could first be covered, or within 31 days of a Life Event. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.

The "Definitions" section explains what "Life Event" means.

When evidence is required for all Classes other than Classes 4 or 5: In any of these situations, you must give evidence of insurability for a Qualified Dependent spouse or Domestic Partner. This requirement will be met when Prudential decides the evidence is satisfactory. Evidence is not required for a Qualified Dependent child.

- (1) For Contributory Insurance, you enroll for Dependents Insurance under a Coverage more than 31 days after you are first eligible for Dependents Insurance or more than 31 days after a Life Event.
- (2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution.

- (3) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

Change in Family Status for all Classes other than Classes 4 or 5: It is important that you inform the Employer promptly when you first acquire a Qualified Dependent. You should also inform the Employer if your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents.
- Qualified Dependent spouse or Domestic Partner only.
- Qualified Dependent spouse or Domestic Partner and children.
- Qualified Dependent children only.

If you are insured under a Coverage for one or more children, you need not report additional children.

Change in Family Status for Classes 4 or 5: You should inform the Employer if your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents.
- Qualified Dependent spouse or Domestic Partner only.
- Qualified Dependent children only.

Delay of Effective Date

FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will be delayed if you do not meet the Active Work Requirement on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the Active Work Requirement and the other requirements for the insurance. The same delay rule will apply to any change in your insurance that is subject to this section. If you do not meet the Active Work Requirement on the day that change would take effect, it will take effect on the first day you meet that requirement.

FOR DEPENDENTS TERM LIFE COVERAGE

A Qualified Dependent may be confined for medical care or treatment, at home or elsewhere. If a Qualified Dependent is so confined on the day that your Dependents Insurance under a Coverage for that Qualified Dependent, or any change in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or change will take effect upon the Qualified Dependent's final medical release from all such confinement. The other requirements for the insurance or change must also be met.

Newborn Child Exception: This section does not apply to a child of yours if the child is born to you, becomes your Qualified Dependent at birth, and either:

- (1) is your first Qualified Dependent; or
- (2) becomes a Qualified Dependent while you are insured for Dependents Insurance under that Coverage for any other Qualified Dependent.

Also, this section does not apply to any age increase in the amount of insurance for a child under the Dependents Term Life Coverage.

Employee Term Life Coverage

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If you die while a Covered Person, the amount of your Employee Term Life Insurance under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING CONVERSION PERIOD.

A death benefit is payable under this Section B if you die:

- (1) within 31 days after you cease to be a Covered Person; and
- (2) while entitled (under Section C) to convert your Employee Term Life Insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Employee Term Life Insurance under this Coverage you were entitled to convert. It is payable even if you did not apply for conversion. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE.

If you cease to be insured for the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert all or part of your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

- (1) Your employment ends or you transfer out of a Covered Class.
- (2) All term life insurance of the Group Contract for your class ends by amendment or otherwise. But, on the date it ends, you must have been insured for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section C.

Availability: You must apply for the individual contract and pay the first premium by the later of:

- (1) the thirty-first day after you cease to be insured for the Employee Term Life Insurance; and
- (2) the fifteenth day after you have been given written notice of the conversion privilege. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for the Employee Term Life Insurance.

Individual Contract Rules: The individual contract must conform to the following:

Amount: Not more than your Employee Term Life Insurance under this Coverage when your insurance ends. But, if it ends because all term life insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all your life insurance then ending under the Group Contract will not exceed the lesser of the following:

- (1) The total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) \$10,000.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to your class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for the Employee Term Life Insurance.

Any death benefit provided under a section of this Coverage is payable according to that section, the Beneficiary and Mode of Settlement Rules, and the following rule.

If Prudential determines that a claim is payable, Prudential will pay that benefit within two months after Prudential receives written proof of death and proof of the interest of the claimant.

Right to Elect Term Life Coverage for Class 1 under the Portability Plan

This right applies to the Optional Employee Term Life Coverage for Class 1 under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Optional Employee Term Life Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for term life coverage under the Portability Plan if you meet all of these tests:

- (1) Your Optional Employee Term Life Coverage ends for any reason other than:
 - (a) your failure to pay, when due, any contribution required for it; or
 - (b) the end of the Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You meet the Active Work Requirement on the day your insurance ends.
- (3) You are less than age 80.
- (4) Your Amount of Insurance is at least \$20,000 under the Optional Employee Term Life Coverage on the day your insurance ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan. But, if you submit evidence and Prudential decides the evidence is satisfactory, you will pay lower premium rates.

The Portability Application Period is the 31 day period after your Optional Employee Term Life Coverage ends. But, if you have the right to convert your insurance under the Optional Employee Term Life Coverage to an individual contract, it is the longer of:

- (1) the 31 day period after your Coverage ends; and
- (2) the number of days during which you have the right to convert your insurance under the Coverage to an individual life insurance contract as shown in the Coverage.

EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Optional Employee Term Life Coverage, except as follows:

- (1) You may convert your amount of insurance under the Optional Employee Term Life Coverage in excess of the maximum for term life coverage under the Portability Plan. This maximum is the lesser of 5 times your annual Earnings and \$1,000,000.
- (2) You may convert your insurance if you elected coverage under the Portability Plan, but Prudential decided that your evidence of insurability was not satisfactory.

If you elect to convert all of your insurance under the Optional Employee Term Life Coverage to an individual contract, you may not elect to apply for coverage under the Portability Plan.

If, during the Portability Application Period, you apply for coverage under the Portability Plan and then elect to convert all of your insurance under the Optional Employee Term Life Coverage to an individual contract, your coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect your coverage under the Death Benefit During Conversion Period provision of the Optional Employee Term Life Coverage.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Optional Employee Term Life Coverage under the Group Contract.

Amount: Not more than your amount of insurance under the Optional Employee Term Life Coverage when your insurance ends, but not less than \$20,000.

The maximum amount of term life insurance under the Portability Plan is the lesser of 5 times your annual Earnings and \$1,000,000.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

Dependents Term Life Coverage

FOR YOUR DEPENDENTS ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent dies while a Covered Person, the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

A death benefit is payable under this Section B if a dependent dies:

- (1) within 31 days after ceasing to be a Covered Person; and
- (2) while entitled (under Section D) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. DEATH BENEFIT DURING LIFE EVENT ENROLLMENT PERIOD.

A death benefit is payable under this Section C if a Qualified Dependent Child dies:

- (1) within 31 days of you becoming eligible to enroll such child due to the following Life Event of birth or adoption of such Child; and
- (2) prior to actual enrollment as a Qualified Dependent.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage shown in the Schedule of Benefits for death during a Life Event enrollment period. It is payable when Prudential receives written proof of death even if the Child was not yet enrolled for Coverage.

If any premium is due for the Qualified Dependent Child at the time of claim, Prudential will reduce any benefit payable by the amount of such due premium applicable to the Qualified Dependent Child.

D. CONVERSION PRIVILEGE.

This privilege applies if you cease to be insured for the Dependents Term Life Coverage of the Group Contract with respect to a dependent. That dependent may have your insurance on the dependent under this Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends for one of these reasons:

- (1) You fail to make any required contribution for insurance under the Group Contract.

- (2) All Dependents Term Life Coverage of the Group Contract for your class ends by amendment or otherwise. This (2) does not apply if, on the date it ends, you have been insured with respect to the dependent for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section D.

Availability: The individual contract must be applied for and the first premium must be paid by the later of:

- (1) the thirty-first day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent; and
- (2) the fifteenth day after you have been given written notice of the conversion privilege. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

Individual Contract Rules: The individual contract must conform to the following:

Amount: Not more than the amount of Dependents Term Life Coverage on the dependent ending under this Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for your class ends, the total amount of individual insurance which may be obtained in place of all the Dependents Term Life Coverage on the dependent then ending under the Group Contract will not exceed the lesser of the following:

- (1) The total amount of all your Dependents Term Life Coverage on the dependent then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent within the next 31 days.
- (2) \$10,000.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to the dependent's class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

Any death benefit provided under a section of this Coverage:

- (1) is payable to you. If you are not living at the death of a dependent*, the death benefit is payable to the dependent's estate or, at Prudential's option, to any one or more of these surviving relatives of the dependent: wife; husband; mother; father; children; brothers; sisters.

*If you and a dependent die in the same event and it cannot be determined who died first, the insurance will be payable as if that dependent died before you.

(2) is payable according to that section and these claim rules:

If Prudential determines that a claim is payable, Prudential will pay that benefit within two months after Prudential receives written proof of death and proof of the interest of the claimant.

Right to Elect Dependents Term Life Coverage for Class 1 under the Portability Plan

This right applies to the Optional Dependents Term Life Coverage for Class 1 under the Group Contract.

It describes when and how your Qualified Dependents may become covered for similar coverage under the Portability Plan when your Optional Dependents Term Life Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for dependents term life coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

- (1) The Optional Dependents Term Life Coverage on the dependent ends because your Optional Employee Term Life Coverage ends for any reason other than:
 - (a) your failure to pay, when due, any contribution required for it; or
 - (b) the end of the Optional Employee Term Life Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You apply and become covered for term life coverage under the Portability Plan.
- (3) With respect to a dependent Spouse or Domestic Partner, that Spouse or Domestic Partner is less than age 80.
- (4) With respect to a dependent child, that child is:
 - (a) unmarried; and
 - (b) less than age 25.
- (5) The dependent is covered for Optional Dependents Term Life Coverage on the day your Optional Employee Term Life Coverage ends.
- (6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Optional Employee Term Life Coverage ends.

If you die, your Spouse or Domestic Partner will have the right to apply for term life coverage under the Portability Plan if that Spouse or Domestic Partner meets all of the tests in (3), (5) and (6) above.

If you die, your Spouse or Domestic Partner will also have the right to apply for dependents term life coverage under the Portability Plan for a Qualified Dependent child if:

- (1) that Spouse or Domestic Partner applies and becomes covered under the Portability Plan; and
- (2) that child meets all of the tests in (4), (5) and (6) above.

If you divorce or your Domestic Partner ceases to be a Qualified Dependent, your Spouse or Domestic Partner will have the right to apply for term life coverage under the Portability Plan if:

- (1) the Optional Dependents Term Life Coverage on your Spouse or Domestic Partner ends due to divorce or your Domestic Partner ceasing to be a Qualified Dependent; and
- (2) that Spouse or Domestic Partner is less than age 80; and
- (3) that Spouse or Domestic Partner is not confined for medical care or treatment, at home or elsewhere on the day the Optional Dependents Term Life Coverage on that Spouse or Domestic Partner ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for dependents term life coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your Spouse or Domestic Partner has the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required for a dependent to become insured under the Portability Plan. But, if evidence of insurability is submitted for your Spouse or Domestic Partner and Prudential decides the evidence is satisfactory, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your Spouse or Domestic Partner will pay lower premium rates for your Spouse's or Domestic Partner's coverage.

The Portability Application Period is the longer of:

- (1) the 31 day period after your Optional Dependents Term Life Coverage ends; and
- (2) either:
 - (a) the number of days during which you have the right to convert your insurance under the Optional Employee Term Life Coverage to an individual life insurance contract as shown in that Coverage; or
 - (b) in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, the number of days during which your Spouse or Domestic Partner has the right to convert the insurance under the Optional Dependents Term Life Coverage to an individual life insurance contract as shown in that Coverage.

EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Optional Dependents Term Life Coverage, except as follows:

- (1) If a dependent's amount of insurance under the Optional Dependents Term Life Coverage exceeds the lesser of 5 times your annual Earnings and \$1,000,000, the dependent may convert the excess amount.

- (2) A Spouse or Domestic Partner may convert the Dependents Insurance under the Coverage if coverage was elected under the Portability Plan, but Prudential decided that the evidence of insurability for that Spouse or Domestic Partner was not satisfactory.

If a dependent elects to convert all of the insurance under the Optional Dependents Term Life Coverage to an individual contract, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your Spouse or Domestic Partner may not elect to apply for coverage under the Portability Plan for that dependent.

If, during the Portability Application Period, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your Spouse or Domestic Partner applies for coverage under the Portability Plan for a dependent and that dependent then elects to convert all of the insurance under the Optional Dependents Term Life Coverage to an individual contract, that dependent's coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect a dependent's coverage under the Death Benefit During a Conversion Period provision of the Optional Dependents Term Life Coverage.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of dependents term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as those under the Group Contract.

Amount: Not more than the amount of insurance on the dependent under the Optional Dependents Term Life Coverage when that insurance ends.

For each dependent, the maximum amount of dependents term life insurance under the Portability Plan is the lesser of 5 times your annual Earnings and \$1,000,000.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

This Coverage pays benefits for accidental Loss which results from an accident.

A. DEFINITIONS OF LOSS.

Loss means your:

- (1) loss of life;
- (2) total and permanent Loss of Sight;
- (3) total and permanent Loss of Speech;
- (4) total and permanent Loss of Hearing;
- (5) permanent loss of arm or leg by severance at or above the elbow or the knee;
- (6) permanent loss of hand or foot by severance at or above the wrist or ankle;
- (7) permanent loss of thumb and index finger of the same hand or permanent loss of four fingers on the same hand by severance at or above the point at which they are attached to the hand;
- (8) permanent loss of all toes on the same foot or the big toe by severance at or above the point at which they are attached to the foot;
- (9) loss due to Quadriplegia, Paraplegia or Hemiplegia.
- (10) Loss of Use of a hand, foot, arm or leg;
- (11) loss due to Coma.

Loss of Sight means total and permanent loss of sight. Corrected visual acuity must be 20/200 or worse or the field of vision must be less than 20 degrees.

Loss of Speech means total and permanent loss of speech that continues for at least 12 consecutive months following the Covered Accident.

Loss of Hearing means a hearing loss of greater than 70 decibels at all frequencies or there is less than 50% speech discrimination at 70 decibels on an audiogram.

Quadriplegia means the total and permanent paralysis of both upper and both lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

Loss of Use means total and permanent loss of function.

Coma means a persistent vegetative state in which there is no response to external stimuli as determined by the person's Doctor.

B. BENEFITS.

Benefits for accidental Loss are payable only if all of these conditions are met:

- (1) You sustain an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) You suffer the Loss within 365 days after the accident. But, if the Loss is due to Coma, that Loss:
 - (a) begins within 365 days after the accident;
 - (b) continues for one month; and
 - (c) is total, continuous and permanent at the end of that one month period.

Any benefit for a Loss due to Coma will not begin until the end of the one month period in (b) above.

For the purposes of the Coverage:

- (1) Exposure to the Elements will be considered an accidental bodily Injury. Exposure to the Elements means exposure to severe hot or cold weather that results in actual significant physical injury including sun stroke, heat stroke and frostbite.
- (2) It will be presumed that you have suffered a Loss of life if your body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which you were an occupant.

Not all such Losses are covered. See Losses Not Covered below.

Benefit Amount Payable: The amount payable depends on the type of Loss as shown below. All benefits are subject to the Limits below.

Percent of Your
Amount of Insurance

Loss of or by Reason of:

Life	100
Sight of Both Eyes	100
Speech and Hearing in Both Ears	100
Both Hands	100
Both Feet	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100
One Foot and Sight of One Eye	100
Quadriplegia	100
One Arm.....	75

One Leg	75
Paraplegia.....	75
Sight of One Eye.....	50
Speech.....	50
Hearing in Both Ears.....	50
One Hand	50
One Foot.....	50
Hemiplegia.....	50
Hearing in One Ear.....	50
Thumb and Index Finger of the Same Hand (permanent loss)	25
Four Fingers of the Same Hand (permanent loss)	25
All Toes on One Foot (permanent loss).....	25
Big Toe (permanent loss)	13
Coma	1% per month, up to 100 months

Limit Per Accident:

No more than your Amount of Insurance under this Coverage at the time of the accident will be paid for all Losses resulting from Injuries sustained in that accident.

C. LOSSES NOT COVERED.

A Loss is not covered if it results from any of these:

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any bacterial or viral infection. But, this does not include:
 - (a) a pyogenic infection resulting from an accidental cut or wound; or
 - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression. Terrorism is not considered an act of war.

Terrorism means the deliberate use of violence or the threat of violence against civilians to create an emotional response through the suffering of victims or to achieve military, political, religious or social objectives.
- (7) Commission of or attempt to commit an assault or a felony.
- (8) Travel or flight in any vehicle used for aerial navigation, if any of these apply:
 - (a) You are riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
 - (b) You are performing as a pilot or a crew member of any aircraft.

- (c) You are riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.

This includes getting in, out, on or off any such vehicle.

- (09) Being under the influence of alcohol or alcohol intoxication, including but not limited to having a blood alcohol level above the limit for permissible operation of a motor vehicle in the jurisdiction where the Loss occurred, regardless of whether the person: (a) was operating a motor vehicle; and (b) was convicted of an alcohol related offense.
- (10) Being under the influence of or taking any non-prescription drug, medication, narcotic, stimulant, hallucinogen, barbiturate, amphetamine, gas, fumes or inhalants, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by and administered in accordance with the advice of the insured's Doctor.

The Claim Rules apply to the payment of the benefits.

Additional Benefits under Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

A. ADDITIONAL BENEFITS RELATED TO LOSSES.

If a benefit is payable under the Coverage for a Loss an additional benefit may be payable. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit and any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

(1) Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt:

This additional benefit for your Loss of life only applies if you sustain an accidental bodily Injury resulting in the Loss while:

- (a) you are a driver or passenger in an Automobile;
- (b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s).

Losses Not Covered under this Additional Benefit: A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, or for acrobatic or stunt driving, or for any illegal purpose.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
- (2) \$10,000.

(2) Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:

This additional benefit for your Loss of life only applies if this test is met.

You sustain an accidental bodily Injury resulting in the Loss while:

- (a) you are a driver or passenger in an Automobile;
- (b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;

- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s);
- (d) the Automobile is equipped with a factory-installed Air Bag; and
- (e) a properly functioning Air Bag was deployed for the seat that you occupied.

Losses Not Covered under this Additional Benefit: A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, or for acrobatic or stunt driving, or for any illegal purpose.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
- (2) \$5,000.

B. OTHER ADDITIONAL BENEFITS.

(1) Additional Benefit for Critical Burns:

This additional benefit for your Critical Burns is payable only if all of these tests are met:

- (a) You suffer Critical Burns while a Covered Person under the Coverage.
- (b) The Critical Burns result in Permanent Disfigurement.
- (c) The Critical Burns were sustained while you were Working for Your Employer.
- (d) The Losses Not Covered provisions of the Coverage apply to this Additional Benefit as if there were a Loss.

This additional benefit is not payable for Loss of life.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
 - (2) \$25,000.
-

Definitions under Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

Some of the terms used in the Coverage:

Air Bag: An inflatable safety device that: (1) meets published federal safety standards; (2) is installed by the Automobile's manufacturer or replaced by an organization sanctioned by the Automobile's manufacturer; and (3) is not altered after that installation or replacement.

Automobile: A validly registered:

- (1) vehicle that may be legally driven with the standard issue class of motor vehicle driver's license and no additional class of license is necessary to operate this vehicle; or
- (2) four wheel, two axle private passenger motor vehicle.

But Automobile does not include: (1) a motor vehicle intended for off-road use; or (2) a motor vehicle being used without the owner's permission.

Coma: A profound state of unconsciousness from which the person cannot be aroused, even by powerful stimulation, as determined by the person's Doctor.

Commuting to and from Work: Leaving your primary residence and going directly to your Regular Place of Employment; and returning from your Regular Place of Employment and going directly to your primary residence. Such commuting must take place during a regular workday.

Critical Burns: Burns that are classified by a Doctor as being second degree or higher over 25% of the person's body.

Permanent Disfigurement: Scarring over 75% of the body that can be corrected only by cosmetic surgery.

Regular Place of Employment: The Employer's place of business at which you spend at least 50% of your working hours and which is located within 100 miles of your primary residence. Satellite offices located within 100 miles of your primary residence are also included.

Seat Belt: Any passive restraint device for an adult that meets published federal safety standards, is installed by the Automobile's manufacturer or replaced by an organization sanctioned by the Automobile's manufacturer; and is not altered or replaced after that installation.

Working for Your Employer: Performing the duties of your job with your Employer either on or off your Employer's premises. But the term does not include Commuting to and from Work, vacations or leaves of absence.

General Information

BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your death, when the Coverage states that they do. But these rules are modified by any burial expenses rule in the Schedule of Benefits.

"Beneficiary" means a person chosen, on a form approved by Prudential, to receive the insurance benefits.

You have the right to choose a Beneficiary for each Coverage under this Prudential Group Contract.

If there is a Beneficiary for the insurance under a Coverage, it is payable to that Beneficiary. Any amount of insurance under a Coverage for which there is no Beneficiary at your death will be payable to the first of the following: your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate.

You may change the Beneficiary at any time without the consent of the present Beneficiary. The Beneficiary change form must be filed through the Contract Holder. The change will take effect on the date the form is signed. But it will not apply to any amount paid by Prudential before it receives the form.

If there is more than one Beneficiary but the Beneficiary form does not specify their shares, they will share equally. If a Beneficiary dies before you, that Beneficiary's interest will end. It will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise.

If you and a Beneficiary die in the same event and it cannot be determined who died first, the insurance will be payable as if that Beneficiary died before you.

MODE OF SETTLEMENT RULES

The rules in this section apply to Life and Accident Insurance payable on account of a Covered Person's death. But these rules are subject to the Limits on Assignments section.

Insurance payable on account of a Covered Person's death is normally paid to the Beneficiary in one sum. Subject to applicable law, where the amount of the benefit meets Prudential's current minimum requirement, payment in one sum will be made by establishing a retained asset account in the Beneficiary's name, unless the Beneficiary elects another settlement or payment option available at the time of claim, and the benefit distribution will be deemed complete when the account is established. The retained asset account is an interest-bearing draft account backed by the financial strength of Prudential. Funds are held in Prudential's general account or elsewhere as Prudential may direct and an account in the Beneficiary's name is credited interest at a rate set by Prudential's discretion, subject to a minimum rate that will change no more than once every 90 days on advance notice to the Beneficiary. The Beneficiary is provided a draftbook and has immediate access to the entire amount by writing drafts for any amount up to the account balance. The retained asset account is not a bank account and is not insured by the Federal Deposit Insurance Corporation; it is a contractual undertaking between Prudential and the Beneficiary. Further information about the account is provided at the time of claim. Prudential may at its discretion provide other forms of payment in one sum. But another mode of settlement may be arranged with Prudential for all or part of the insurance, as stated below.

Arrangements for Mode of Settlement: You may arrange a mode of settlement by proper written request to Prudential.

If, at a Covered Person's death, no mode of settlement has been arranged for an amount of the person's Life or Accident Insurance, the Beneficiary and Prudential may then mutually agree on a mode of settlement for that amount.

Conditions for Mode of Settlement: The Beneficiary must be a natural person taking in the Beneficiary's own right. A mode of settlement will apply to secondary Beneficiaries only if Prudential agrees in writing. Each installment to a person must not be less than \$20.00. A change of Beneficiary will void any mode of settlement arranged before the change.

Choice by Beneficiary: A Beneficiary being paid under a mode of settlement may, if Prudential agrees, choose (or change the Beneficiary's choice of) a payee or payees to receive, in one sum, any amount which would otherwise be payable to the Beneficiary's estate.

Prudential has prepared information about the modes of settlement available. Ask the Contract Holder for this.

INCONTESTABILITY OF LIFE INSURANCE

This limits Prudential's use of a person's statements in contesting an amount of Life Insurance for which the person is insured. These are statements made to persuade Prudential to accept the person for insurance. In the absence of fraud they will be deemed representations and not warranties. These rules apply to each statement:

- (1) It will not be used in the contest unless:
 - (a) It is in a written instrument signed by the person and
 - (b) A copy of that instrument is or has been furnished to the person or to the person's Beneficiary.
- (2) If it relates to the person's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years from the date the person's insurance under a Coverage begins during the person's lifetime.

LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, insurance under any Coverage providing death benefits or periodic benefits on account of disability may be assigned only as a gift assignment. Any rights, benefits or privileges that you have as an Employee may be assigned. This includes any right you have to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death and, on the date of that death, there is no Beneficiary chosen by the assignee, it will be payable to:

- (1) the assignee, if living; or
- (2) the estate of the assignee, if the assignee is not living.

It will not be payable as stated in the Beneficiary Rules.

EFFECT OF GIFT ASSIGNMENT OF RIGHTS OF GROUP LIFE INSURANCE UNDER ANOTHER GROUP CONTRACT

This Section applies to all Coverages providing Employee death benefits.

If you are eligible for insurance under the Group Contract on the Group Contract's effective date you will have no rights, benefits or privileges under any such Coverage if, on the day before that date, all the following were true:

- (1) You were insured for group life insurance under another group contract. That contract was issued by Prudential or another insurance carrier to cover Employees of the Employer.
- (2) Your group life insurance under the other group contract ended.
- (3) An irrevocable and absolute gift assignment made by you was in effect. It was made before the other contract ended. That assignment was of all your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee or the assignee's successor.

The owner of those rights of the group life insurance under the other group contract on the day before this Group Contract's effective date will be the owner of the rights, benefits, and privileges you would have had under a Coverage if this section did not apply. This includes, but is not limited to, any right of assignment you would have had under the Limits on Assignments section above. The term "assignee" as used in that section includes such an owner.

The term "group life insurance", as used above, means only group life insurance provided under a group contract in effect on the day before the date the Employer became included under the Group Contract.

DEFINITIONS

Active Work Requirement: A requirement that you be actively at work on a full time or part time basis at the Employer's place of business or at any other place that the Employer's business requires you to go. You are considered actively at work during a normal vacation if you were actively at work on your last regularly scheduled workday.

Annual Enrollment Period: There is a period each year when you may enroll for coverage or request a change for the following calendar year. Your Employer will notify you of when this Annual Enrollment Period begins and ends.

Calendar Year: A year starting January 1.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to and may require your direct contribution to the cost of coverage. Non-contributory Insurance premiums are paid by the Contract Holder, usually without direct contribution from you. The rate for Non-contributory insurance may be determined, or in some cases, reduced, in part, based on your contributions for contributory insurance or other benefits offered to you under the Contract Holder benefit plan.

Coverage: A part of the Booklet consisting of:

- (1) A benefit page labeled as a Coverage in its title.
- (2) Any page or pages that continue the same kind of benefits.
- (3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

Covered Person under a Coverage: An Employee who is insured for Employee Insurance under that Coverage; a Qualified Dependent for whom an Employee is insured for Dependents Insurance, if any, under that Coverage.

Dependents Insurance: Insurance on the person of a dependent.

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

Earnings: This is your Annual Base Pay for a calendar year is your normal annual base pay Frozen every year on a date determined by USAA, including any performance bonus received over the prior 12-month period. Commissions, overtime pay, Earnings for more than 40 hours per week, and all other benefits are not included.

Employee: A person employed by the Employer; a proprietor or partner of the Employer. The term also applies to that person for any rights after insurance ends.

Employee Insurance: Insurance on the person of an Employee.

The Employer: Collectively, all employers included under the Group Contract.

Injury: Injury to the body of a Covered Person.

Life Event: Any of the following which constitute a change in family status:

- (1) your marriage or divorce;
- (2) becoming or ceasing to be a Domestic Partner;

- (3) the death of your Spouse, Domestic Partner, or child;
- (4) the birth or adoption of your child;
- (5) employment or termination of employment of your Spouse or Domestic Partner;
- (6) switching from part-time to full-time Employee status (or vice versa) by you or your Spouse or Domestic Partner;
- (7) you or your Spouse or Domestic Partner taking an unpaid leave of absence;
- (8) a significant change in your health coverage that is attributable to your Spouse's or Domestic Partner's employment.

Prudential: The Prudential Insurance Company of America.

Sickness: Any disorder of the body or mind of a Covered Person, but not an Injury; pregnancy of a Covered Person, including abortion, miscarriage or childbirth.

You: An Employee.

CLAIM RULES

These rules apply to payment of benefits under all accident Coverages.

Proof of Loss: Prudential must be given written proof of the loss including any requested documentation, such as a death certificate, for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. It must be furnished within 90 days after the date of the loss. But, if any Coverage provides for periodic payment of benefits at monthly or shorter intervals, the proof of loss for each such period must be furnished within 90 days after the period ends.

A claim will not be considered valid unless the proof is furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

Prudential will pay benefits within 60 days after receiving satisfactory proof of loss.

When Benefits are Paid: Benefits are paid when Prudential receives written proof of the loss including any requested documentation, such as a death certificate. But, if a Coverage provides that benefits are payable at equal intervals of a month or less, Prudential will not have to pay those benefits more often.

To Whom Payable: Benefits are payable to you. But benefits for your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (See Beneficiary Rules.)

If you and a Beneficiary die in the same event and it cannot be determined who died first, benefits will be payable as if that Beneficiary died before you.

Physical Exam and Autopsy: Prudential, at its own expense, has the right to examine the person whose loss is the basis of claim. Prudential may do this when and as often as is reasonable while the claim is pending; but Prudential will not require an exam more than once every three months. Prudential also has the right to arrange for an autopsy in case of accidental death, if it is not forbidden by law.

Legal Action: No action at law or in equity shall be brought to recover on the Group Contract until 60 days after the written proof described above is furnished. No such action shall be brought more than three years after the end of the time within which proof of loss is required.

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of a person's statements in contesting an amount of that insurance for which the person is insured. These are statements made to persuade Prudential to effect an amount of that insurance. In the absence of fraud they will be deemed to be representations and not warranties. These rules apply to each statement:

- (1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
 - (a) It is in a written instrument signed by the person; and
 - (b) A copy of that instrument is or has been furnished to the person.

- (2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years from the date the person's insurance under a Coverage begins, during the person's lifetime.
-

When Your Insurance Ends

EMPLOYEE AND DEPENDENTS INSURANCE

Your Employee Insurance under a Coverage or your Dependents Insurance under a Coverage will end when the first of these occurs:

- Your membership in the Covered Classes for the insurance ends because your employment ends (see below) or for any other reason.
- The part of the Group Contract providing the insurance ends.
- You make a written request to the Contract Holder to end your Employee or Dependents Insurance under a Coverage.
- You fail to pay, when due, any contribution required for an insurance of the Group Contract. But, failure to contribute will not cause Non-Contributory Insurance to end, and failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- The Insurance is Dependents Insurance under the Dependents Term Life Coverage and your Employee Insurance under the Employee Term Life Coverage ends.

Your Dependents Insurance for a Qualified Dependent under a Coverage will end when that person ceases to be a Qualified Dependent for that Coverage. (See Continued Coverage for an Incapacitated Child below.)

End of Employment: For insurance purposes, your employment will end at 11:59 pm on the date you are no longer a full-time or part-time Employee actively at work for the Employer. But, under the terms of the Group Contract, the Contract Holder may consider you as still employed in the Covered Classes during certain types of absences from full-time or part-time work. This is subject to any time limits or other conditions stated in the Group Contract as shown below.

If you stop active full-time or part-time work for any reason, you should contact the Employer at once to determine what arrangements, if any, have been made to continue any of your insurance.

Continued Coverage for an Incapacitated Child: This applies to the Dependents Insurance you have for a child. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

- (1) The child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.
- (2) The child otherwise meets the definition of Qualified Dependent.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.

Continued Insurance During Absence from Work Because of a Labor Dispute: These provisions apply only if any part of the premium for the insurance under the Coverage is paid by the Employer under the terms of a collective bargaining agreement. They apply when your Employee or Employee and Dependents Insurance under the Coverage would otherwise end on any date because of your absence from work as a result of a labor dispute. Your insurance under the Coverage will not

end on that date. It will be continued during such absence from work from the date it would have ended until the first of these occurs:

- (1) The end of the six month period immediately following the first day of your absence from work.
- (2) The date you become actively engaged in work on a full-time basis for another employer.
- (3) The first day you fail to pay, when due, any contribution required for the continued insurance. Your contribution will not be more than the premium that applies to your Covered Class on the first day of your absence from work.
- (4) The first day the entity responsible for collecting Employee contributions fails to pay, when due, the premium required for the continued insurance.
- (5) The part of the Group Contract providing the insurance ends.

Continued Life and Accident Insurance While You Are Disabled: If you meet the conditions below, your Basic Employee Term Life Coverage, Basic Dependents Term Life Coverage, and Basic Accidental Death & Dismemberment Coverage under the Group Contract will be continued from the date you begin receiving long term disability payments.

(1) If, as a result of your long term disability approval you have converted your basic group life coverage only to an individual life insurance contract issued during your elimination period for long term disability, your individual life insurance contract must be surrendered in exchange for reinstatement of your continuation basic group life coverage of 2x your annual Earnings and any premiums paid on the converted policy will be refunded; or

(2) If, as a result of your long term disability approval you have converted your basic group life coverage and any or all of your optional group life coverage to an individual life insurance contract issued during your elimination period for long term disability, your individual life insurance contract must be surrendered in exchange for reinstatement of your continuation basic group life coverage of 2x your annual Earnings. You may reapply for an individual life insurance contract for the amount in excess of 2x your annual Earnings within 14 days. If you reapply for an individual life insurance contract within 14 days, any premiums paid on the surrendered policy will be applied to the new individual life insurance contract. If you do not reapply for an individual life insurance contract within 14 days, any premiums paid on the converted policy that was surrendered will be refunded.

The conditions referred to above are:

- (1) You become disabled while you are a Covered Person.
- (2) You are approved for long term disability by USAA on or after January 1, 2007.

The coverage continues until the first of these occurs:

- Your long term disability benefits end.
- You reach USAA's normal retirement age.
- You die.
- The Group Contract ends.

Option to Accelerate Payment of Death Benefits

Note: Death benefits will be reduced if an accelerated death benefit is paid.

If you elect the option to accelerate payment of death benefits under this Rider,, the amount of your Employee Term Life Insurance will be reduced by the Terminal Illness Proceeds described below. Any portion of your death benefit that remains after this election will be payable when Prudential receives proof of death. Payment of the remaining death benefit will be considered full settlement of the death benefit. Any such reduction under your Employee Term Life Insurance will not apply to your Accidental Death and Dismemberment Insurance, if any.

You will not be required to pay an additional contribution if you elect the option to accelerate payment of death benefits under this Rider. You will not be charged an Accelerated Payment Fee.

The following is added to the Employee Term Life Insurance provision:

Definitions

- **Terminally Ill Employee:** An Employee whose life expectancy is 6 months or less.
- **Terminal Illness Proceeds:** The amount of Employee Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 75% of the amount in force on your life on the date Prudential receives the proof that you are a Terminally Ill Employee, but not more than \$250,000. However, the Terminal Illness Proceeds may be reduced if, within 6 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Employee Term Life Insurance. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If you become a Terminally Ill Employee while insured under the Employee Term Life Insurance provision or while your death benefit protection is being extended under the Employee Term Life Coverage provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below.

Payment of Terminal Illness Proceeds: If you elect this option, Prudential will pay the Terminal Illness Proceeds you place under this option in one sum when it receives proof that you are a Terminally Ill Employee.

If you do not want the Terminal Illness Proceeds in one sum, you may elect to have them paid in 6 equal monthly installments. The first monthly payment will be due when Prudential receives proof that you are a Terminally Ill Employee. The other payments are due on the same day of each later month.

When Prudential pays an accelerated death benefit under this option, Prudential will send you a statement that shows the effect of the payment on the amount of your Employee Term Life Insurance and on your contribution, if any, for your Employee Term Life Insurance.

To Whom Payable: The benefits under this provision are payable to you.

Amount Due But Unpaid at Your Death: If you elect monthly installments and you die before all payments have been made, Prudential will pay your Beneficiary or Beneficiaries determined under the Beneficiary Rules in one sum. That sum will be the total of the payments that remain.

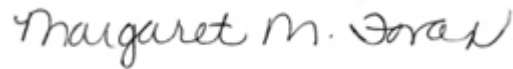
Conditions: Your right to be paid under this option is subject to these terms:

- (1) To elect this option, you must use the claim form provided by Prudential and follow the instructions on the claim form. If you do not have a claim form, contact your Employer.
- (2) You must furnish a certification by a Doctor that your life expectancy is 6 months or less. You should furnish the Attending Physician's Certification part of your claim form to your Doctor and have your Doctor complete the form.
- (3) Your Employee Term Life Insurance must not be assigned.
- (4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. You are not eligible for this benefit if you elect the benefit involuntarily solely because:
 - (a) You are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise.
 - (b) You are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement.

Effect on Insurance: This benefit is in lieu of the benefits that would have been paid on your death with respect to the Terminal Illness Proceeds. When you elect this option, the total amount of Employee Term Life Insurance otherwise payable on your death, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, any amount you could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds. If you are contributing for your Employee Term Life Insurance, the amount of your contribution will be adjusted based on the amount of Employee Term Life Insurance remaining in force.

If your Employee Term Life Insurance is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits Rider, that reduction will not apply to the Accidental Death and Dismemberment Insurance, if any.

The Prudential Insurance Company of America



Secretary

**The Claims and Appeals section
is not part of the
Group Insurance Certificate.**

CLAIMS AND APPEALS

Plan Benefits Provided by

The Prudential Insurance Company of America
751 Broad Street
Newark, New Jersey 07102

This Group Contract underwritten by The Prudential Insurance Company of America provides insured benefits. For all purposes of this Group Contract, the Employer/Policyholder acts on its own behalf or as an agent of its employees. Under no circumstances will the Employer/Policyholder be deemed the agent of The Prudential Insurance Company of America, absent a written authorization of such status executed between the Employer/Policyholder and The Prudential Insurance Company of America. Nothing in these documents shall, of themselves, be deemed to be such written execution.

Claim Procedures

1. Determination of Benefits

Prudential shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the plan. A written notice of the extension, the reason for the extension and the date by which the plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the plan. A written notice of the additional extension, the reason for the additional extension and the date by which the plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from Prudential of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

- (a) the specific reason(s) for the denial,
- (b) references to the specific plan provisions on which the benefit determination was based,
- (c) a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary,
- (d) a description of Prudential's appeals procedures and applicable time limits, and
- (e) if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

2. Appeals of Adverse Determination

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by Prudential, utilizing individuals not involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

Prudential shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include:

- (a) the specific reason(s) for the adverse determination,
- (b) references to the specific plan provisions on which the determination was based,
- (c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,
- (d) a description of Prudential's review procedures and applicable time limits,
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination, and
- (f) a statement describing any appeals procedures offered by the plan.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of your benefit claim is denied or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your representative may make a second, voluntary appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim.

Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Prudential shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to this voluntary second level of appeal has no effect on your right to any other benefits under this plan. If you elect to initiate a lawsuit without submitting to a second level of appeal, the plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the second level of appeal, the plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

**United
Services
Automobile
Association
Group Contract
G-44840-TX**



THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

751 Broad Street
Newark, New Jersey 07102

Group Insurance Contract

Contract Holder: UNITED SERVICES AUTOMOBILE ASSOCIATION

Group Contract No.: G-44840-TX

Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.



Secretary



Chairman of the Board

Group Term Life and Accident Coverages

Group Contract Schedule

Contract Date: January 1, 2007

Contract Anniversaries: January 1 of each year, beginning in 2008.

Premium Due Dates: The Contract Date, and the first day of the month beginning with February, 2007.

Governing Jurisdiction: State of Texas

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Minimum Participation Number: 25

INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

Table of Contents (as of the Contract Date): The Group Contract includes these forms with an 83500 prefix: COV 5010, GCS 1027, SPR 1001, GR 5037, MOD 1001, SCH 1001, APP 1001.

Attest:



Schedule of Premium Rates

G-44840-TX

Classes of Employees to which this Schedule applies:

All Classes

Applicable Coverage

All Coverages

Monthly Rate Per Employee

The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).

PERFORMANCE LEVELS

Prudential and the Contract Holder shall, from time to time, establish the performance service levels for each of the services to be measured, which may include, without limitation, standards for plan administration, customer service, phone service and abandonment rates, and timeliness of enrollment, underwriting and claim transactions. Prudential and the Contract Holder shall mutually agree upon a process for determining whether such performance levels have been met and the amount of any such credit that shall be made as a result of failure to meet such performance levels. Unless Prudential and the Contract Holder mutually agree to another process or timeline, a review of Prudential's performance will be done at the end of each calendar year and any applicable credit will be made on a date determined by Prudential.

Any amounts so credited shall be paid directly by check to the Contract Holder or to a trustee or other party at the Contract Holder's direction or, at the option of the Contract Holder shall be held by Prudential in an advance premium account and used to adjust premium for future billing periods.

To the extent any portion of the amounts credited or paid to the Contract Holder is required by law (including the Employee Retirement Income Security Act of 1974, as amended) to be used or applied solely for the benefit of Employees covered under this Group Contract, the Contract Holder agrees to use or apply such portion solely for the benefit of such Employees and to otherwise comply with any of its obligations under ERISA or other applicable law. Any funds accumulated in an advance premium account but unused as of the termination of the Group Contract, or any credited amounts otherwise due and unpaid, shall be transferred to the Contract Holder or to a trustee or other party at the Contract Holder's direction for use in connection with the Contract Holder's health and welfare programs. Upon transfer, Prudential shall have no responsibility for the use and/or allocation of any such funds, nor shall Prudential have any continuing obligations under this provision relating to performance levels. This provision does not create any third party beneficiary rights in any insured or other person.

General Rules

A. PAYMENT OF PREMIUMS - GRACE PERIOD.

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 31 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

B. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the Employees then insured.

The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

C. PREMIUM RATE CHANGES.

The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates:

- (1) As of any Premium Due Date; and
- (2) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:
 - (a) A change occurs in the plan design.
 - (b) A division, subsidiary or associated company is added or deleted.
 - (c) The number of insured persons changes by 10% or more.
 - (d) A new law or a change in any existing law is enacted which applies to this plan.

But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates:

- for Life and Accident Coverages,
 - (1) if the loss ratio after 42 months is 93% or more, within 48 months of the Contract Date; or
 - (2) if the loss ratio after 42 months is less than 93%, within 60 months of the Contract Date.

Prudential will notify the Contract Holder in writing at least 61 days before a premium rate is changed.

D. END OF THE GROUP CONTRACT OR OF AN INSURANCE.

During or at End of Grace Period - Failure to Pay Premiums: If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

On a Premium Due Date - Failure to Maintain Insuring Conditions: On any Premium Due Date, Prudential may end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

Contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) less than 75% of the Employees who are eligible to request the insurance; or
- (3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.

On a Contract Anniversary: Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

E. AGE ADJUSTMENT.

If an age is used to determine the premium charge for an Employee's insurance and the age is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

- (1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.

(2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age. Any premium adjustment will take this into account.

F. EMPLOYEE'S CERTIFICATE.

Prudential will give the Contract Holder an individual certificate to give each insured Employee. It will describe the Employee's coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

G. RECORDS - INFORMATION TO BE FURNISHED.

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured Employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder and of the Employer which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An Employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder or the Employer, due to clerical error, to record or report the Employee for that insurance.

H. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

I. MODIFICATION OF THE GROUP CONTRACT.

The Group Contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of Prudential; or
- (2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (1) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.
- (2) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.

J. OTHER GOODS AND SERVICES.

From time to time, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation beneficiary financial counseling services, employee assistance programs and travel assistance related services) to Covered Persons or their Beneficiaries. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.

K. CONFORMITY WITH LAW.

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.

Modification of the Group Contract

The Group Contract is modified to include the following section:

END OF EMPLOYMENT

An Employee's employment ends when the Employee is no longer actively at work on a full-time or part-time basis for the Employer. But, for insurance purposes, the Contract Holder may consider the Employee as still employed and in the Covered Classes for the insurance during certain types of absences from full-time or part-time work. The Contract Holder decides which Employees with those types of absences are to be considered as still employed, and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

An Employee may be considered as still employed up to any time limit for the Employee's type of absence. When so considered, the Employee's insurance under a Coverage will be continued only while the Employee is paying contributions for it at the time and in the amounts, if any, required by the Contract Holder (whether or not that insurance would otherwise be Non-contributory Insurance). But it will not be continued after it would end for a reason other than end of employment. The types of absences and the time limits are shown below, subject to any exceptions.

TYPES OF ABSENCES AND TIME LIMITS:

For absence due to reduction in hours or retirement, there is no time limit.

For absence due to disability, there is no time limit.

For absence due to temporary layoff the time limit is the end of the contract month following the contract month in which the absence from full-time or part-time work starts.

For absence due to leave of absence other than military leave, there is no time limit.

For absence due to military leave, the time limit is 24 months from the start date of the military leave.

EXCEPTIONS:

Optional Employee Term Life Coverage

Retirement is not an eligible type of absence.

Basic Dependents Term Life Coverage

Retirement is not an eligible type of absence.

Optional Dependents Term Life Coverage

Retirement is not an eligible type of absence.

Accidental Death and Dismemberment Coverage

Retirement is not an eligible type of absence.

Schedule of Plans

Effective Date: January 1, 2007

Group Contract No.: G-44840-TX

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

Covered Class:

All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

Plan of Benefits that Applies to this Covered Class:

- (1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 2007; and
 - (b) Bearing the code "44840, LIFE-ADD-DEP LIFE, All Employees, Ed 10-2006, 1".
 - (2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 2007; and
 - (b) Bearing the code "44840, LIFE, Retirees, Ed 10-2006, 2".
-

U#44840-010107, 44840-021207, 44840-030207

Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract No. G-44840-TX

Applicant: UNITED SERVICES AUTOMOBILE ASSOCIATION

Address: 9800 Fredericksburg Road
San Antonio, Texas 78288

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

UNITED SERVICES AUTOMOBILE
ASSOCIATION

(Full or Corporate Name of Applicant)

Dated at _____

By _____
(Signature and Title)

On _____, 20____

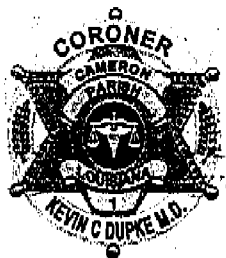
Witness _____
(To be signed by Resident
Agent where required by law)

EXHIBIT B

2021-06-21 09:15

HEB#235 2106816208 >> Datamark

P 2/2



**CAMERON PARISH CORONER'S OFFICE
KEVIN C. DUPKE, M.D., CORONER**

5360 W. Creole Hwy
P.O. Box 128

Cameron, LA: 70631

Office: 337-796-1187 Fax: 337-542-4015

Emails: cameroncoroner@cameronpj.org
cameroncoroner@camtel.net

FACT OF DEATH LETTER

DATE: 29 MAY 2021

RE: SALLY ANN HINES

SSN: [REDACTED] 4279

This letter attests to the Fact of Death of SALLY ANN HINES whose date of birth is [REDACTED] 1959 and who was pronounced deceased on 01 MARCH 2018 in Cameron Parish, Louisiana.

This Fact of Death Letter is issued in accordance with Louisiana Revised Statute 13:5713[G][2]. This states this letter shall serve in lieu of a Death Certificate constituting proof of death for all purposes, including but not limited to, any claim under any policy of insurance on the life of the deceased.



Kevin C. Dupke, M.D.
Coroner, Cameron Parish

EXHIBIT C

**Prudential****Group Insurance**

Please send the completed form and all attachments to:
The Prudential Insurance Company of America
Beneficiary Services
P.O. Box 70182
Philadelphia, PA 19176
Tel: (800) 237-5513 Fax: (844) 625-7807

Preferential Beneficiary's Statement

1	Deceased's Information	First Name: S a l l i y MI: Last Name: H i n e s Social Security Number: 4 7 2 9 Control Number: 4 4 8 4 0 Claim Number: C - 2 0 2 1 - 1 5 1 3 9 8	
2	Highest Surviving Class	Please select one of the following. The highest surviving class of heirs to which benefit proceeds should be payable in the absence of a designated beneficiary: <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child(ren) <input type="checkbox"/> Parent(s) <input type="checkbox"/> Sibling(s) <input type="checkbox"/> Estate	
3	Claimant Information	Please provide the following information for each member of the highest surviving class of heirs.	
	Claimant 1	First Name: H A R D Y MI: C Last Name: H I N E S Social Security Number/TIN: 0 6 8 2 Relationship to Deceased: H U S B A N D Telephone Number: 2 1 0 2 8 9 4 3 7 9 Residence: Street: 5 6 1 1 T I M B E R S T E E P Apt.: Date of Birth (MM DD YYYY): 1 9 4 2 City: State: ZIP Code:	
	Claimant 2	First Name: MI: Last Name: Social Security Number/TIN: Relationship to Deceased: Telephone Number: Residence: Street: Apt.: Date of Birth (MM DD YYYY): City: State: ZIP Code:	
	Claimant 3	First Name: MI: Last Name: Social Security Number/TIN: Relationship to Deceased: Telephone Number: Residence: Street: Apt.: Date of Birth (MM DD YYYY): City: State: ZIP Code:	

This form is supplied as a convenience to potential claimants. Prudential may require additional information from potential claimants in order to pay Death Benefits due under the Group Policy. By supplying this suggested form, Prudential does not offer any legal advice.



000001 47 0000441 0010 0016 PTHCDAJDP070821215000 STNDS6X901 00000148

07212021 10:32 SCANNER14 1 05575

**Group Insurance**

Please send the completed form and all attachments to
The Prudential Insurance Company of America
Beneficiary Services
P.O. Box 70182
Philadelphia, PA 19176
Tel: (800) 237-5513 Fax: (844) 625-7807

Preferential Beneficiary's Statement**Deceased's Information**

UNITED SERVICES AUTOMOBILE A 44840
 Employer's Name Control Number
 Sally Hine's
 First Name MI Last Name
 Social Security Number [REDACTED] 1959 03/01/2018
 Date of Birth (MM DD YYYY) Date of Death (MM DD YYYY)

Preferential Beneficiary's Statement**What is a Preferential Beneficiary?**

At the time of the deceased's passing, there was no living, named beneficiary for the Group Life Insurance coverage issued through The Prudential Insurance Company of America. Therefore, benefits are payable to the highest surviving class of heirs of the deceased insured based on the following order of preference:

1. Benefits are payable to the **spouse**, if living. To the extent permitted by the employer's plan or group contract, whichever is applicable, or applicable state law, **spouse** may include a domestic or civil union partner.
2. If no spouse was living at the time of the insured's passing, benefits are payable to all surviving **children** in equal shares. If there is only one surviving child, the entire benefit is payable to the surviving child. Legally adopted children are typically eligible to receive benefits; however, step-children are typically not eligible. Please refer to the plan documents for details.
3. If there is no surviving spouse or children, benefits are payable in equal shares to the insured's surviving **parents**. If only one parent is surviving, the entire benefit is payable to the surviving parent.
4. If there was no surviving spouse, children, or parents, benefits are payable to the insured's surviving **siblings** (brothers and/or sisters) in equal shares. If there is only one surviving sibling, the entire benefit is payable to the surviving sibling.
5. If there is no surviving spouse, children, parents, or siblings, the benefits will be payable to the **estate** of the insured.

The highest surviving class of heirs, in accordance with the above order of preference, must follow the below instructions to receive benefit proceeds that may be payable under the Group Life Insurance policy.

Instructions for completing the Preferential Beneficiary's Statement:

- Step 1: Complete and sign the attached **Preferential Beneficiary's Statement**. All persons in the highest surviving class of heirs must be listed on this statement. (Example: If there was no surviving spouse, but the insured was survived by three children, all three children must be listed on the attached statement.)
- Step 2: Each person listed on the Preferential Beneficiary's Statement must also complete a **Group Life Insurance Claim Form**. This form can be obtained online at www.prudential.com/giemployeeforms. Each beneficiary is responsible for completing his/her own Group Life Insurance Claim Form and submitting it to Prudential.
- Step 3: Once completed, the following documentation should be submitted directly to Prudential:
1. A completed and signed Preferential Beneficiary's Statement listing all heirs in the highest surviving class.
 2. A completed and signed Group Life Insurance Claim Form for each heir in the highest surviving class.
 3. A certified copy of the death certificate for the insured. (Prudential only needs to receive one copy. It is not necessary for each beneficiary to submit a copy.)
 4. If the benefit is payable to the insured's estate, estate papers must be submitted including a certified copy of the court order appointing the legal representative.
 5. If the heir in the highest surviving class is a minor, letters of guardian over the minor's estate must be submitted.
- Step 4: Return all documents to Prudential at:

The Prudential Insurance Company of America
Beneficiary Services
P.O. Box 70182
Philadelphia, PA 19176

00000142 0000441 0009 0016 PTHCPCID070871215000 STNDS6V901 00000148



Return this page with the completed form.

C) Choose a Payment Option

Please choose ONE of the following settlement or payment options. If you are interested in discussing an annuity settlement option, please call us at (800) 237-5513.

- ☐ Deposit funds in a Prudential Alliance Account, an interest-bearing account that gives you immediate access to your funds. You may transfer or withdraw all or part of the balance at any time and at no cost. Please see page 6 for more information.
- ☐ Receive a single lump sum check—for all funds¹
- ☐ Deposit funds directly in your chosen bank account via Electronic Funds Transfer (EFT)—for all funds¹

If you selected the EFT option above, please complete Part D.

¹ Funds are paid net of any assignments, e.g.: funeral home. A funeral home assignment is an agreement to pay the funeral home with a portion (or all) of your benefit amount before any remainder is paid to you.

D) Banking Information and Payment Authorization (For EFT Payment Option Only)

CREDIT HUMAN CREDIT UNION 800-688-7228

Bank name

Branch Telephone

314088284

Account Type: ☒ Checking ☐ Savings

Bank Transit Routing Number (9 digits)

7368 SAN ANTONIO TX

Bank Account Number

Bank Location (City and State)

I authorize The Prudential Insurance Company of America (Prudential) to make electronic deposits of my Group Life Plan Insurance Death Claim proceeds into the above account. I understand that any deposit made to an inactive account agreement will be returned to Prudential and reissued a check. In addition, if any overpayment of such Death Claim proceeds is credited to this account in error, I authorize Prudential to withdraw the difference between the benefit amount paid and the recalculated amount of the benefit actually due under the terms of the insurance coverage. My eligibility for any such benefits is governed by the terms and conditions of the Group Life Policy, and nothing in this Authorization shall be deemed to be an approval of any such benefits.

This authorization is valid indefinitely until such time as I provide written notice of cancellation to Prudential. Any notice hereunder will not be deemed effective until three business days after Prudential has received my written notice.

HAROLD C HINES

Account Owner's First Name

MI

Last Name

5611 TIMBERSTEEP

Street address

SAN ANTONIO

City

TX 78250

State

ZIP Code

210-289-4379

Telephone

Harold C Hines

Account Owner's signature

1942

Date (mm/dd/yyyy)

07212021 10:32 SCANNER14 1 05576

Return this page with the completed form.

E) Tax Certification

Please complete any applicable portions of (a) or (b). See Definitions below for more information.

(a) Under penalties of perjury, I certify that:

- ▶ I am a U.S. Person (including resident alien);
- ▶ The Social Security/Tax ID number provided in Part A above is my correct SSN/TIN;
- ▶ I am not subject to backup withholding due to failure to report interest or dividend income; and
- ▶ I am not subject to FATCA reporting.

(b) Check the boxes below, if applicable:

I am not a U.S. person (including resident alien). I am a citizen of _____.
 Attach the applicable IRS Form W-8 (BEN, BEN-E, ECI, EXP, IMY).

- ☐ I am subject to backup withholding due to the failure to report interest or dividend income (see "Backup Withholding" in the tax certification Information section).
- ☐ I am subject to FATCA reporting.

Definitions**BACKUP WITHHOLDING**

You must tell us if the IRS has notified you that you are subject to backup withholding because you didn't report all your taxable interest and dividends on your tax return. You are not subject to backup withholding if either (a) you did not receive such a notice from the IRS, (b) the IRS told you that you are no longer subject to a backup withholding order, or (c) you are exempt from such withholding. If you have been notified that you are subject to backup withholding, please check the box **as indicated**.

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

Any entity making a payment of U.S. source income must consider whether it is subject to FATCA. A payor must collect documentation about the payee's status or withhold at 30%. Nontaxable payments, such as income tax-free death benefits from nonqualified life insurance contracts, are not subject to FATCA.

CITIZENSHIP

You must indicate if you are not a U.S. Person (including resident alien). In that case, you must state the country in which you are a citizen and submit the applicable IRS Form W-8 (BEN, BEN-E, ECI, EXP, IMY). In most situations, the IRS Form W-8BEN will be the appropriate IRS Form W-8.

F) Signature**FLORIDA RESIDENTS**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NEW YORK RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

I have read and understand the terms and requirements of the Claim Fraud Warnings included with this form.

The Internal Revenue Service does not require your consent to any provision in this document other than the certifications required to avoid backup withholding.

Harold C. Hines

Beneficiary's or Claimant's signature

1942

Date (mm/dd/yyyy)

